

Term Contract No. 060B

STATE OF NORTH CAROLINA, DEPARTMENT OF ADMINISTRATION		
DIVISION OF PURCHASE AND CONTRACT		
116 West Jones Street, Raleigh, NC 27603-8002		
Term Contract	060B	Batteries, Storage (Automotive, Golf and Marine)
Effective Dates	October 1, 2009 through September 30, 2012	
Bid Number	200900583	
Administrator	Mike Brendle, CPPB	
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Last Updated	May 22, 2011	

1. General Information

This contract covers Automotive, Golf and Marine batteries with stipulations as noted below. The contract automotive Storage Batteries with pricing can be located on the E-Procurement public view, (a link is provided under the Item Pricing section).

The most commonly ordered storage batteries are listed on the E-procurement template and must be purchased from the contract vendor in accordance with the Statewide Term Contract Policy. All other storage batteries MAY be purchased from the contract vendor at the % discounted noted herein or may be purchased elsewhere in accordance with established purchasing rules and policies. All other batteries whether or not listed on the E-procurement template may be purchased from the vendor noted herein or purchase elsewhere in accordance with established purchasing rules and policies.

The Standard Specification for this commodity may be viewed at <http://www.ncpandc.gov/splist.asp>.

MATERIAL SAFETY DATA SHEETS: In addition to meeting Federal and State Laws and requirements concerning hazardous chemicals, the contractor shall forward with each delivery a proper and current Material Safety Data Sheets (MSDS). Furthermore, contractor shall furnish the State and/or its agencies additional MSDS as requested at no additional charge.

MARKINGS: If requested by the ordering agency, each battery is to be stamped or stenciled, "Property of (Owner)", I.E., "PROPERTY OF NORTH CAROLINA STATE".

RECYCLED INFORMATION: Battery casings are made from recycled material (96%).

Core (Junk) Battery Removal:

The contractor is responsible for picking up for proper disposal any used/old batteries. The contractor may collect up to 10 batteries at each pickup. Contractor will issue a credit of \$1.50 for each junk/core battery.

Contact State Surplus for quantities 10 or more cores Raleigh, NC (919-854-2160). Core (junk) batteries are considered to be an environmental hazard and should be properly removed and disposed of. The State Surplus contract may be viewed at, <http://www.doa.state.nc.us/ssp/recycle.htm>

2. Scope of Contract

The scope of this contract is limited to storage batteries that encompass passenger cars and commercial requirements for the most commonly ordered items.

3. Taxes

Prices or Discounts shown herein do not include any North Carolina sales or use taxes.

4. Abnormal Quantities

Any agency requirement that exceeds 75 units in any combination must be forwarded to the Division of Purchase and Contract for processing. The Division, at its sole discretion, may process any such requirement in one of the following

ways:

Purchase may be authorized at the current level of pricing with the current contract vendor(s)
Additional discounts from the current level of pricing may be negotiated with the current contract vendor(s)
A separate Invitation for Bids may be issued for the requirement

5. Minimum Orders

This contract will be for a minimum order of 4 units in any combination for any single order. Agencies are authorized to purchase from best available sources on orders less than this minimum order value. This provision shall not be used by an agency to circumvent the intent of the contract. If an agency elects to place an order for less than the minimum order value, and the contractor elects to accept such order, then transportation charges will be prepaid and added to the invoice.

6. Placement of Orders

Orders will be placed throughout the contract period on an as-needed basis for the quantity required at the time, and will be issued directly to the respective contractor(s) or their designated suppliers. Upon request, the contractor will provide at no charge descriptive literature, MSRP and/or price lists. This may be in hardcopy or diskette.

Contract changes, if any, over the life of the contract are implemented by contract addenda released by the Contract Administrator to the contractor. If the contractor is accepting orders and/or delivering through other parties, for example a manufacturer accepting orders and delivering through a dealer network or dealers receiving orders through a network of other dealers, then it is the responsibility of the contractor to apprise such parties of all such contract addenda.

7. Delivery

The contractor(s) will complete delivery within 2-7 days after receipt of order.

8. Transportation Charges

All goods shall be delivered FOB DESTINATION when the "order value" meets or exceeds the MINIMUM ORDER, when shipped to a single destination. Orders to a single destination that total less than this "order value" should be shipped prepaid, with transportation charges added to the invoice as a separate item. Transportation charges invoiced for orders equal to or more than this "order value" may be cause for removal of the contractor from the contract.

NOTE: If the contractor makes partial shipments of an order equal to or more than this "order value" to one destination, all shipments of the order shall be sent FOB DESTINATION with NO additional transportation charges added.

All shipments should be inspected for damage immediately upon receipt.

9. Item Pricing Information

THE E-PROCUREMENT PUBLIC VIEW WILL BE THE ONLY PLACE (FOR NON E-PROCUREMENT USERS) TO VIEW THE ITEM/PRICING INFORMATION.

NOTE: Storage Batteries needed but not covered under this contract may be obtained by following established purchasing policies and procedures.

Exide Batteries: FOR THE NC PRICING FOR ITEMS NOT SPECIFICALLY LISTED IN THE EPROCUREMENT CATALOG, CONTACT NIKKI JONES AT 800.331.4964.

DISCOUNT FOR REMAINING LINE LINES NOT LISTED IN THE EPROCUREMENT CATALOG

STORAGE BATTERIES	30% DISCOUNT
MARINE BATTERIES	30 % DISCOUNT
GOLF CART BATTERIES	30 % DISCOUNT
SEALED CYCLIC AND FLOAT BATTERIES	30 % DISCOUNT

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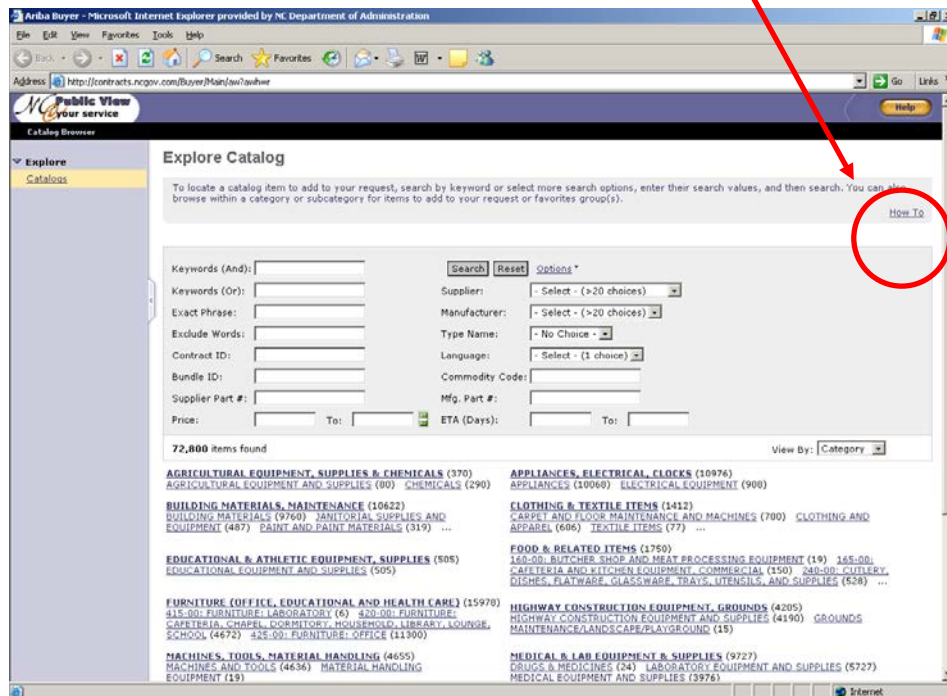
Order Placement Via E-Procurement (Catalog Items)

- Click on the following link: [E-Procurement Users](#)
- When placing an order in the e-procurement system, the very first thing to do is to go to the catalog tab and select options. After you have selected options, select contract ID. In the contract ID space type in the contract ID number, 060B.
- Please make sure the keywords space is blank and the contract ID is typed in the contract ID section.
- After selecting the contract ID and to narrow the search to a particular manufacturer select the manufacturer from the drop down
- When the item to be ordered has been located complete the requisition and issue the purchase order.

Non E-Procurement Users

The E-Procurement Public View will be the only place for Non E-Procurement Users to view the item/pricing information.

- Click on the following link: [E-Procurement Public View](#)
- For online assistance regarding item searching; click on the “How to” underlined link located near the upper-right hand corner.



10. Price Lists and Catalogs

Contractor shall furnish price lists, catalogs, descriptive literature to any using agency upon request of the agency at no additional charge. CONTACT NIKKI JONES-800.331.4964.

11. Contractors

All known minority, physically handicapped or women contractors, including dealers, will be identified with an "M", "H" or "W" as appropriate after their vendor number. This is being done in an effort to better recognize businesses owned and operated by these groups and to encourage and promote their use to the greatest extent permitted by law.

When more than one supplier is listed for a particular item, selection should be made whenever possible from any minorities, physically handicapped or women identified, consistent with agency needs and price.

Contractor Name/ /contact vendor for Federal ID Number	Address	Contact	Phone/	Terms (Days)
Exide Corporation	104 North Tech Drive P.O. Box 449 Clayton, NC 27520	Kim Parrish	(800) 331-4964 kim.parrish@exide.com	30

Orders may be placed with one of the distributors below: (NOTE: **Storage Batteries needed but not covered under this contract may be obtained by following established purchasing policies and procedures.**

Exide Batteries: FOR THE NC PRICING FOR ITEMS NOT SPECIFICALLY LISTED IN THE EPROCUREMENT CATALOG, CONTACT THE REPRESENTATIVES BELOW.

Distributor Name and Address	Contact
Exide Corporation 104 North Tech Drive Clayton, NC 27520	Kim Parrish 800-331-4964 Phone kim.parrish@exide.com
/Exide Corporation/ 648-G Griffith Rd. Charlotte, NC 28217	David Nassoij 800-331-4964 Phone david.nassoij@exide.com
Exide Corporation 1214 Interstate Blvd. Florence SC 29501	Kim Parrish 800-516-2335 Phone kim.parrish@exide.com
Exide Corporation 4426 Middlebrook Pike Knoxville, TN 37921	John Roof 800-264-7493 Phone john.roof@exide.com

12. Warranty/Shelf Life

Once in service, the contractor guarantees items offered to be free from any and all defects in material, packaging, and workmanship and agrees to replace defective items promptly at no charge to the State, for a period of 6 months or 3,000 miles. The contractor allows a shelf life of 12 months.

13. Substitutions

Substitutions are not permitted with/out prior approval of the Division of Purchase and Contract. Failure of the contractor to comply with this requirement may result in the removal of the contractor from the contract.

14. Contract Addenda

Addendum	Issue Date	Effective Date	Description
1	02/18/2010	02/18/2010	Correction to the Core battery section

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2	05/13/2011	05/15/2011	New prices –see item pricing section herein
3	05/22/2012	05/22/2012	New prices